



MOVING POLICY, DISCLAIMER, LIMITS & EXCLUSIONS OF LIABILITY

Revised: November 23, 2022

Note: Please take the time to review the policies that apply. If you have any questions or concerns, please contact us at 803-720-2054 or crew@trashandstash.com

Stylehawk Enterprises, Inc. DBA Trash and Stash [COMPANY] is dedicated to providing safe and efficient moving help and junk removal to all of our customers. We're constantly striving to create best service experience possible. As such, these policies are in place to ensure clear and explicit service expectations. This is transparent and open communication to enable a smooth move/ remove experience. Please do not hesitate to ask questions.

GENERAL MOVING HELP DISCLAIMER: We are NOT movers. We provide moving help. This means we don't provide full household moves. We offer (services including but not limited to) small moves, in- house moves and delivery services. Moving help service is offered as a courtesy to provide quality moving services at scale and for a reasonable price. The gap we aim to fill is to provide professional, experienced and skilled moving help for the jobs that are too small for traditional movers. To fill this need, there is an element of risk to be understood. The customer accepts this risk and COMPANY shall not be held responsible.

We are licensed and have great insurance coverage (workers compensation, general liability, umbrella & auto). We DO NOT HAVE cargo insurance. Therefore, you are hiring us at your own risk. We will do everything possible to allow for the safe and careful handling of your items. That said, accidents happen for all sorts of reasons and we are not responsible for damage to moved items. We reserve the right to repair or replace damaged items at COMPANY discretion.

1. **QUOTES & ESTIMATES:** Quotes are provided in good faith. They are based on the available information at the time and consider our experience and expertise. We do our best to accurately estimate the cost but due to variables out of our control (level of preparation, job site access, etc), we do not guarantee completion time or quantity estimates.
 - a. Moving help is time based. We will run a timer on the job and will invoice for actual time (above minimums) worked upon completion of the job.
 - b. Junk removal rates are based on volume and measured in truck space. The quote will be confirmed in- person and before starting any work.
 - i. Should the scope of work change over the course of the job, pricing will be adjusted accordingly with any rate changes communicated in advance.



- ii. Junk removal rates generally include hourly (time) allotments. Additional labor charges may be added to account for jobs requiring more time, people, equipment or special handling.
 - c. Quote approval is not a sales commitment. It is a price acknowledgement and acceptance of the liability limits.
- 2. **Cancellation Fee:** Scheduled appointments with specified arrival windows (*not anytime appointments*) are subject to a cancellation penalty. To avoid cancellation fees, please provide AT LEAST 24 hours notice in advance of any scheduled appointment cancellation. Jobs with an estimated completion time of > 4 hrs OR if the job requires the rental or acquisition of specialized tools and equipment MAY REQUIRE a security deposit to be collected in advance and applied towards the final job costs (security deposit generally equals the moving help min). This security deposit MAY be forfeited if cancellation is within 24 hrs of the scheduled appointment.
 - a. **Last Minute Change of Service:** If the move/ removal requires work above and beyond the original order for service, COMPANY reserves the right to fulfill other obligations before completing additional work. In order to make our schedule on time for the next appointment, we reserve the right to postpone additionally requested services until our next availability.
- 3. **Payment:** Customer must approve the quote in writing prior to authorizing a work appointment. Some jobs require a deposit to be paid in advance (see cancellation). For most jobs, payment is due upon completion (upon receipt of invoice). Cash, check, credit card and Venmo is accepted payment. Credit card payments *may* be subject to a 3.2% processing fee. Returned checks are subject to relevant fees.
- 4. **Late Payments:** Payments are considered late five (5) days after work completion and are subject to a 10% penalty charge. A compounding 10% penalty will be added to the amount due every five (5) thereafter unless specific arrangements have been made.
- 5. **Items that MUST Be Removed Prior to Moving Day:** On moving day, please make sure all of the following items have been removed and placed in a secure location: All medications (and medical equipment), checks, passports, documents, precious stones, jewelry, cash, coins, expensive china, fine art, credit cards, firearms, statuary, flammables, stocks & bonds, furs, fine art, collectibles, computers, laptops, gaming consoles or any other sensitive and high value items. COMPANY is not responsible for these items.



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6. **Item Damage:** COMPANY will exercise great care and effort to safely move your items without damage or incident. We will do our best, but you are acknowledging that COMPANY moving help is provided at your request and at your own risk. COMPANY shall not be responsible for any item damage.
- a. **The right is reserved by COMPANY to repair or replace damaged item(s).**
 - b. COMPANY will not be responsible for damage caused by non- routine moving including but not limited to, standing pieces on end, sharp turns, over- crowded work areas, difficult stairways, snags and sharp edges in work areas and doorways, handing over balconies, railings, etc, tight squeezes and damage caused by weather.
 - c. **Household Items:** COMPANY shall not be responsible for damage resulting when moving household items that have deteriorated such as, but not limited to, lamp shades, mattresses, electrical wiring, etc.
 - i. **Aging & Deterioration:** When moving household items, COMPANY has found deterioration occurs over time due to age/heat/ dry rotting and just regular use. Wood dowels and furniture become brittle, mattresses lump and disfigure upon disturbing, lampshades and wire also become brittle and rotten and floor lamp base concrete may crumble and fall out. If you wish, we will move these items carefully, but will not be responsible for damage of deteriorated items.
 - d. **Glass:** COMPANY shall not be responsible for glass in any form or damage resulting from glass breakage. This applies to porcelain and ceramic items also.
 - e. **Appliances:** COMPANY cannot be responsible for the working condition of major appliances.
 - i. COMPANY cannot be responsible for dents and scratches on major appliances. A thin metal that has an extreme affinity to dent and scratch covers them.
 - ii. **Refrigerators:** We will only move empty freezer/ refrigerators. Please empty the contents for safe moving. We will NOT disassemble refrigerators for transport (remove doors, handles, etc). If we do this at your request, we shall not be responsible for damages.
 - iii. **Washer/ Dryer:** If you are moving a front/ top load washer, you are responsible to arrange a third party technician to install shipping bolts to your washer before moving or purchasing a universal washing machine stabilization pack. We will move these at your request, but shall not assume any responsibility for the working condition.
 - iv. **Protective materials:** We may suggest the use of certain protective materials to increase the likelihood of an incident free move/ removal. There may be a cost to the customer to using these materials. Materials



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may include ram board/ floor runners, tape, stretch wrap, boxes, straps or blankets. The purchase and use of these materials does not guarantee that damage will not occur. It just reduces the likelihood. The use and purchase of these items is at the customer's discretion. COMPANY shall not be responsible for damage.

- f. **Boxed Items:** The condition of any item(s) boxed by the customer is the responsibility of the customer. COMPANY shall not be responsible for boxed items.
- g. **Marble/ Stone:** COMPANY will not be responsible for any and all types of marble/ stone, due to the age or hairline crack that can cause splitting.
- h. **Electronics:** COMPANY shall not be responsible for the working condition of electronic & mechanical equipment. These items include (but are not limited to): electronic components, appliances, TVs/ monitors, stereos, computers, laptops, etc.
 - i. **Flat Screen TVs:** COMPANY will not be responsible for damage to flat screen TVs. These are susceptible to damage from extreme temperatures, slight bumps and altitude changes.
 - ii. **Grandfather Clocks:** You are responsible for preparing your clock to move. This includes packing/ crating as well as removing the pendulum, chimes and weights. Clocks are very delicate and may need to be serviced/ adjusted following your move. COMPANY shall not be responsible for damage or servicing..
 - iii. **Safes & Other Heavy Items:** We offer limited safe and heavy item moving and removal. Heavy items generally come with a challenge surcharge and must be disclosed in advance. We reserve the right to refuse moving any oversized item due to safety, equipment or specialized skill limitations. COMPANY is not responsible for any damages.
 - 1. **Pianos:** COMPANY offers limited piano moving and removal. This is generally limited to upright pianos on the first floor. We will not move/ remove grand or baby grand pianos and will not remove pianos from the second floor. Pianos are delicate. We are not responsible for servicing r tuning pianos after the move.
 - 2. **Pool Tables:** COMPANY does not move pool tables. Customer must speak with a pool table specialist. We may remove pool tables for disposal depending on slate composition, location and access. A challenge surcharge may apply.
- i. **Simulated Wood Products and Pressed Boards:** We are not responsible for damage to simulated wood or pressed board furniture. These items are not built to withstand the normal stresses of a move & damage is typically irreparable.



- j. **Dresser Drawers, File Cabinets & Desk Drawers:** Please empty all dresser drawers, file cabinets and desk drawers. Furniture will have to be lifted and carried. Extra stuff in the drawers make these pieces more difficult to handle. We shall not be responsible for damage to furniture and any contents within.
 - k. **Potted Plants:** Potted plants are difficult to move. The vibrations of the truck can sometimes crack pots when full. We can move potted plants at your wish. COMPANY will not be responsible for damage.
 - l. **Lamps, mirrors and wall art:** Lamps, mirrors and wall art can be challenging to move. These items are generally fragile and irregular in size and shape. COMPANY will move these items at your request but will not be responsible for damages.
- 7. **Dollies & Floors:** COMPANY may use dollies to move heavy objects such as but not limited to pianos, appliances, items over 300 lbs, etc. Any floor surfaces including but not limited to parquet, hardwood, ceramic, marble, entrance halls, etc. Any damage that may result to soft floors, such as, but not limited to, indentation, scuff marks, etc., are not the responsibility of COMPANY. If the floor can be pulled by your thumbnail, we are not responsible for damage.
 - a. COMPANY may use dollies to facilitate removal or placement of appliances, etc. and damage may result to soft floors, such as, but not limited to indentation, scuff marks, etc are NOT the responsibility of COMPANY.
- 8. **Damages & Claims:** Any damage claims must be submitted in writing to crew@trashandstash.com. As a matter of practice, the crew will walk the job site with the customer upon work completion to confirm job completion and work satisfaction (assess for damages or lost/ missing items). Final inspection is the responsibility of the customer and any concerns should be discussed with the crew lead prior to them leaving the job site. COMPANY reserves the right to review and evaluate damage claims with third party providers. For potential insurance claims it is critical to document and communicate any damage claims the same day to document the damage was caused that day and as a result of the COMPANY. Unless payment is made in full as is due we are not required to answer or process a claim. Do not assume you may deduct the money from the final bill to compensate yourself in the event of damage. THIS IS ILLEGAL.
 - a. *The right is reserved by COMPANY to repair or replace damaged item(s).*
- 9. **Weather Conditions:** COMPANY reserves the right to reschedule the work at an agreed upon time, without liability if there is inclement weather, including, but not limited to heavy/ freezing rain, snow emergency, hurricane warning, etc. We will be in touch in advance of any forecasted weather conditions to review and discuss options. You have



the option of being rescheduled to the next available day. We'll do our best to reschedule you as soon as possible.

10. **Driveways:** Please be aware that positioning a truck and trailer in some driveways may be extremely difficult. COMPANY will not be responsible for any damage to your driveway, lawn, trees, etc. Our drivers are very experienced and will be as careful as possible when positioning the truck.
 - a. Some jobs may dictate trucks/ trailers to be positioned in yards and other non-driveway areas for job site access. The customer must authorize vehicular access to these spaces prior to the work. Any resulting damage (to landscape, hardscape, plumbing, electrical, septic/ sewer, etc) shall not be the responsibility of the COMPANY.
11. **Right of Refusal:** COMPANY will not do anything that we feel is unsafe or may result in damage to COMPANY or customer property. We reserve the right to not service you under dangerous, unsanitary or abusive conditions of which is at our sole discretion. We will not be liable to you or any other entity for direct and consequential damages.
 - a. It is the responsibility of the customer to share any relevant information with COMPANY about job site safety conditions. This includes the disclosure of drug use, biological hazards/ waste, pest & rodent hazard, chemical hazard or environmental hazard (mold, dust, allergens).
 - b. COMPANY reserves the right to refuse the removal of any item due to safety, access, lack of disposal options, etc.
12. **Self Storage, U- Hauls & Pods:** COMPANY shall not be responsible for items held in storage, U-Hauls, personal vehicles or pods. It is the customer's responsibility to provide padding and straps. Moving help is provided at the customer's own risk.
13. **Certificate of Insurance (COI):** It is the customer's responsibility to check with your building to see if the COMPANY must provide a certificate of insurance prior to the move or any other requirements that are necessary. If we are NOT notified of the certificate of insurance or other requirements we will not be held responsible. A full certificate of insurance usually requires 1 week to be processed. If your building requires a COI, then we will need to know:
 - a. Who to list as certificate holder (business name, address, phone number).
 - b. Email address to send it to.
 - c. Name of representative to send it to.



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14. **Help with Your Move:** Though we appreciate your offer to help, COMPANY cannot use the customer or other “helpers” to support or supplement additional labor. Insurance prohibits us from allowing you on the truck. If you choose to help with any part of the move, we are excluded from liability for the entire move.
15. **Kids & Pets:** For safety reasons and for their protection, small children and pets must be kept out of the work area.
 - a. **Fish tanks, aquariums and terrariums:** COMPANY will not move/ remove fish tanks, aquariums and terrariums. This includes equipment (enclosures, filters, lighting), water, chemicals and animals. If this customer requests, this may be performed as a courtesy and at your own risk.
16. **Disassemble & Re- assemble:** COMPANY does not re-assemble any items that we did not disassemble unless we feel it is safe. We can take apart simple items like bed frames, take tables legs off, etc. We cannot disassemble or assemble any cribs. COMPANY will not take apart anything that is too complex/ time consuming or requires a manual. We shall not be responsible for items that have been assembled/ disassembled.
 - a. COMPANY cannot mount or dismount flat screen TVs. If mounting/ dismounted is done, it is as a courtesy. The customer is making this request at their own risk.
 - b. COMPANY shall not be responsible for damage to items requiring special instructions. Any special instruction is provided as a courtesy. It is the customer’s responsibility to provide specific instruction, oversight and required tools.
17. **Electrical/ Plumbing Connection & Disconnection:** We cannot disconnect any water, electrical or gas lines from any appliance or item. We also cannot disassemble any item that requires such a disconnection or connection. At the customer request, we will connect washer/ dryer or ice makers, but are not responsible for the connections. Any connection/ disconnection is as a courtesy. The customer is 100% responsible. COMPANY are not licensed plumbers or electricians.
18. **Ceilings:** COMPANY assumes no responsibilities for ceilings.
19. **Flammables & Combustibles:** COMPANY will not move/ remove flammables or hazardous materials. We will not handle gas connections. Non- allowable items include but are not limited to):
 - a. Compressed gas (oxygen, propage, CO, etc).
 - b. Fire extinguishers
 - c. Chemistry sets
 - d. Kerosene



- e. Gasoline
 - f. Ammonia
 - g. Pool chemicals
 - h. Propane/ propane tanks
 - i. Butane
 - j. Firearms
 - k. Ammunition
20. **Light Demolition:** We can complete light demolition work which includes the removal of sheds, carports, cabinets, carpet, etc. COMPANY is not a licensed contractor and is not responsible for permitting, engineering, etc.
21. **Donation, Dump & Disposal:** Our goal is to keep as much as possible out of the landfill. We will make our best effort to resell or donate collected items. This is not always possible. Items collected during a junk removal service call become the property of the COMPANY and may be disposed of at the COMPANY's discretion.
- a. Any dollars generated from the resale of collected items belongs to the company and will not be credited to the customer.
 - b. A donation receipt may be provided to the customer upon request. Receipts will not be provided unless requested in advance. No credit, refund or discount will be provided to the customer for donated items.
22. **Accidental Disposal:** It is the customer's responsibility to check for items of value before items are removed. COMPANY is not responsible for any items inadvertently or mistakenly disposed of.
- a. COMPANY is not responsible for destroying sensitive documents. Customer is responsible for the disposal and destruction of these documents. COMPANY assumes any documents we pick up are not considered sensitive and require no special handling/ disposal. We shall not be responsible for any direct or indirect consequence of improper document disposal.